

Supervisor: 989-684-8931
Clerk: 989-684-8041
Treasurer: 989-684-8531
Fire Dept. 989-684-8504



Assessor: 989-684-7100
Inspection: 989-684-5427
Enforcement: 989-684-9700
Fax: 989-684-5644

TUESDAY, JUNE 7, 2022

5:00 P.M. SPECIAL BOARD MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Input on Agenda Items
5. Fire Department Discussion
6. Second Reading & Possible Adoption by Resolution of Amendment to Ordinances #252, as amended and Ordinance #132, as amended
7. Approval to waive Department of Water & Sewer account charges of \$958.10 in sewer changes and \$276.53 in late fees for 4452 Ace Commercial Court
8. Approval to authorize weed treatment for 2022-2026 with Michigan Lakefront Solutions and \$1,550.00 for the 2022 EGLE Permit Application fees for the Kawkawlin River, Lagoon and Riverview Canal Weed Treatment Special Assessment.
9. Approve Water Pipe Replacement Project (1-4 on list) for a total of \$1,066,106.69 with Fleis & Vandenbrink from ARPA
10. Approval of Additional Road Projects in the Amount of \$62,170 using ARPA Funding
11. Restrict \$300,000.00 for Fire Department Infrastructure from Marijuana Excise Tax
12. Accept Increase in Road Patrol Contract Amount for COPS in School and Regular Road Patrol
13. Amendment to Sheriff Patrol Contract to add 5th Deputy from Marijuana Excise Tax
14. Approval to Appoint Kathie Marchlewski to the Fire Department Infrastructure Committee
15. Public Input
16. Adjourn

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ORDINANCE #

An ordinance to amend Bangor Township Ordinance 252 as amended, the Property Maintenance Ordinance and Ordinance 132, as amended, the Blight Control Ordinance regarding violations.

THE CHARTER TOWNSHIP OF BANGOR, BAY COUNTY, MICHIGAN, HEREBY ORDAINS:

SECTION 1. *Section 106.4.1 second paragraph, Violations and Penalties. of Ordinance No. 252, as amended,* shall read as follows:

Any person who shall violate any provisions of this Code shall be guilty of a municipal civil infraction misdemeanor. Each separate violation and each day's failure to comply with any provision of this Code shall constitute a separate violation.

SECTION 2. *Section 9 of Ordinance No. 132, as amended,* shall read as follows:

SECTION 9. Any violation of or any failure to comply with the provisions of this Ordinance shall be deemed a municipal civil infraction. Each day that a violation of this Ordinance is continued or permitted to exist without compliance shall constitute a separate offense punishable upon conviction in the manner prescribed in this Section provided no person shall be imprisoned for a single but continuing violation of this Ordinance for a period of longer than 90 days. In addition to the sanctions herein provided, the Township specifically reserves the right and shall have the authority to proceed in any Court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate civil proceedings to prevent, enjoin, abate, or remove any violation of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately after the last required publication following adoption.

The above Ordinance was adopted at a regular meeting of the Township Board on the ___ day of _____, 2022, and shall be published in the Valley Farmer on or before the ___ day of _____, 2022.

ROLL CALL VOTE

YEAS:
NAYS:
ABSENT:

ORDINANCE DECLARED ADOPTED

Dawn Bublitz, Clerk
Township of Bangor
Bay County, Michigan

AUTHENTICATION OF RECORD

We, Glenn Rowley, Supervisor, and Dawn Bublitz, Clerk, for the Charter Township of Bangor, Bay County, Michigan, hereby authenticate the following, relative to the foregoing Ordinance:

1. That the same was passed by the Charter Township of Bangor Board on the ___ day of _____, 2022.
2. That the following members of the Township Board voted yes, in favor of said Ordinance:
3. That the following members of the Township Board voted no against said Ordinance:
4. That the following members of the Township Board were absent:

CHARTER TOWNSHIP OF BANGOR
Bay County, Michigan

Glenn Rowley
Township Supervisor

Dawn Bublitz
Township Clerk

CERTIFICATION

I, Dawn Bublitz, as Clerk for the Charter Township of Bangor, Bay County, Michigan, hereby certify the following, relative to the foregoing Ordinance:

1. That the same was introduced and received by the Charter Township of Bangor Board on the 10th day of May, 2022.
2. That the same was published in the Valley Farmer on the 19th day of May, 2022.
3. That the same was adopted by the Charter Township of Bangor Board on the ___ day of _____, 2022.
4. That the same was published in the Valley Famer on the ___ day of _____, 2022.

Dawn Bublitz
Township Clerk
Charter Township of Bangor
Bay County, Michigan

RESOLUTION # 22

RESOLUTION ADOPTING ORDINANCE #395

FOR THE AMENDMENT TO MUNICIPAL CIVIL INFRACTIONS

At the special meeting of the Township Board of the Charter Township of Bangor, County of Bay, State of Michigan, held in the Administration Building located at 180 State Park Drive, Bay City, Michigan, on Tuesday, June 7, 2022 at 5:00 p.m.

PRESENT:

ABSENT:

The following resolution was offered by
Member _____ and seconded by Member _____

WHEREAS: The Bangor Township Board recognizes the need establish a system for enforcement of municipal civil infractions, and

WHEREAS: To provide for civil penalties for the violation of such municipal civil infractions including the taxation of municipal costs upon individuals found responsible for violations there.

THEREFORE BE IT RESOLVED, by the signatures of this Resolution and by all who witness these proceedings that: the Bangor Township Board approves the adoption of Ordinance #395 for the establishment of a system for enforcement of municipal civil infractions as introduced at the regular meeting held May 10, 2022 and considered for second and final reading at the special meeting named above.

Roll Call Vote

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

Dawn Publitz
Bangor Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Charter Township of Bangor at a special meeting held on June 7, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dawn Bublitz
Bangor Township Clerk

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COMMISSIONERS

WILLIAM E. SCHUMACHER
Chairman

WILLIAM A. JORDAN
Vice-Chairman

JACOB D. HILLIKER
Commissioner

Bay County Department of Water and Sewer

3933 PATTERSON ROAD, BAY CITY, MICHIGAN 48706-1993
TELEPHONE (989) 684-3883 FAX (989) 684-5510
www.baycodws.org

WILLIAM J. BOHLEN, DIRECTOR



Bay County Road Commission
JAMES C. LILLO, P.E.
ENGINEER-MANAGER

May 19, 2022

Karie Wardynski, Treasurer
Charter Township of Bangor
180 State Park Dr
Bay City, MI 48706-1899

**RE: 4452 Ace Commercial
B2004-19708-03**

Dear Karie,

On March 24th during our editing of accounts for Bangor, we found that the customer – OZ Properties LLC, located at 4452 Ace Commercial had a highwater bill (306 units). A Customer Service Representative called the phone number listed on the account and left a voicemail for customer to contact our office. The bill was mailed out on April 13th and still no contact from customer. On May 11th, the day the bill (\$2,765.17) was due, Ameer called our office. We explained to Ameer that we left a voicemail on March 24 about the high use, he stated that the phone number we called was for his business partner. Ameer stated that he assumed the bill was incorrect and that we would automatically send him a new bill. He also stated that there was no heat on in the building.

On May 16th we sent a technician to the service address to see if he could find the reason for the high usage. Once there, the technician found that the water meter busted at the bottom and sprayed water all over the room it was in. The technician provided us with pictures of things in the room that were soaked by the water, he also stated that the water did not enter the sanitary system, it went down the storm drain.

If the Township does not have any additional information regarding this account, I request Board approval to credit sewer charges of \$958.10. Customer would also like a credit on the penalty amount which is \$276.53.

After reviewing the information contained in this letter, will you please indicate on page two of this letter how the township would like to handle this account. Please return this copy to our office so we may adjust the billing to reflect your Board's decision.

Charter Township of Bangor
4452 Ace Commercial
May 19, 2022

As always, thank you for your assistance in resolving this matter. If you need additional information, please don't hesitate to contact me.

Sincerely,



Rachel Charboneau
Customer Service Supervisor

Please check (✓) one option and return one copy of this letter to my attention.

- Credit account for sewer charges in the amount of \$958.10 and penalty charges of \$276.53.
- Bill Customer for the full amount of \$2,765.176 (306 units) and penalty of \$276.53 total \$3,041.70

Authorized Township Representative:

Date Approved



CONTRACT FOR TREATMENT –2022

Kawkawlin River, Bangor Twp., Bay County

FOR: Bangor Township
C/o Glenn Rowley
180 State Park Drive
Bay City, MI 48706-1763

Michigan Lakefront Solutions LLC ("MLS") and Bangor Township, "Customer" agree to the following treatment program (also known as Contract). The parties may agree to alter the treatment plan due to uncertainties of weather, weed growth or other factors, which may result in a new agreement both in scope of service and cost. Customer may terminate this agreement by paying for all services provided through that date MLS receives written notice of the cancellation.

The Customer assumes responsibility for the distribution of the required Lake Treatment Notice per EGLE / MDARD regulations (at least 7 days before the first application and not more than 45 days before). That Notice may be distributed electronically or by other means to comply with Michigan law. MLS may, at your written request, offer aid to assure these Notices are properly distributed.

The Customer authorizes MLS to file documents with any governmental agencies to secure required permits / permit amendments for chemical treatment of the water body. The Customer warrants that they have legal authority over lake bottom lands where chemical treatment are requested and/or have obtained written permission from all riparian or other owners for the applications before any treatment takes place and can satisfy State / Federal laws regarding such control requirements.

Customer understands and accepts the risk of a possible fish kill event. These events are naturally and artificially inherent with any waterbody (road salt / sediment runoff, temperature fluctuations, microbiological event, etc.). MLS will take steps in an attempt to limit the possibility of a fish kill event. Even with these precautions, the risk of a fish kill remains, particularly during the warmest months of the summer.

The Customer agrees to indemnify and hold harmless MLS and its employees, agents, officials and officers for, from and against any and all claims and causes of action arising from and/or in connection with the lawful chemical treatment of these waters.

Treatment Plan: Treat as allowed by EGLE permit. Please call to schedule treatment and or lake survey. Treatments are conducted as agreed upon and approved by the authorized Customer representative and MLS.

Primary target plants are exotic species such as Eurasian Water Milfoil and Curly-Leaf pondweed, using current best management practices. Nuisance milfoils are treated using systemic herbicides. Nuisance pondweeds and algae are controlled as permitted by the EGLE using various herbicides and algaecides. Treatment for lily pads and other emergent plants** as allowed by law, (40' x 40' near docks and beaches plus boat paths). Permit amendments may be required to treat native plants which are subject to approval by EGLE. Targeted plants generally show signs of impact 2 to 4 weeks post treatment.

Products are applied via surface, subsurface injection granular application equipment. MLS employs specialty application boats, and other equipment for proper treatment methods and optimum effect.

Seasonal Costs (Invoiced after 1st treatment. Payment is due within 45 days) Prices are subject to 3% increase per year: treatments as described above as shown on permit maps.....(Prices do not include the EGLE permit fee.)

Kawkawlin River-
Weed / Algae Treatment: \$24,000. Per season (2 treatments)
Emergent control**..... \$750. Per Acre (1 acre minimum)

Lagoon Beach Canal-
Weed / Algae Treatment: \$4,500. Per season (2 treatments)
Emergent control**..... \$750. Per Acre (1 acre minimum)

Riverview Canal-
Weed / Algae Treatment: \$4,000. Per season (2 treatments)
Emergent control**..... \$750. Per Acre (1 acre minimum)

Treatments will take place in the months of June, July and August unless otherwise advised. We will notify you prior to each treatment date.

** - We would target the following emergent species as allowed by EGLE permit: Purple Loosestrife, Flowering Rush, Lily Pads, Spatterdock, Floating Leaf pondweed, Watershield, Phragmites, cattails and any other exotic species as listed by EGLE.

As a policy, we typically do not require an additional fee for activities that are considered in the normal course of business; Pre / Post treatment surveys, association meetings, trip charges, fuel surcharges, etc.

M: 2014 N. Saginaw Rd. Suite 160
Midland, MI 48640

P: 989-967-3600

URL: www.helpmylake.com



Guarantee: MLS guarantees a reasonable level of control (approximately 80-90% of the targeted exotic plants) or we will re-treat provide a re-treatment of the area at no additional charge during the season of this Contract, Time to control targeted plants will vary (normally 3-5 weeks). We are happy to do a post treatment survey of the site at anytime upon your written request, within the 3-5 week timeframe. There are no other warranties and the Warranty of Merchantability is expressly excluded.

Should MLS fail to properly perform its obligations, its financial liability to Customer, if any, is limited to direct damages sustained by Customer as a result thereof, which damages may not exceed the amount paid by Customer to MLS pursuant to this Contract. MLS IS NOT LIABLE FOR PROXIMATE, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING DAMAGES FOR ANY DELAYS IN THE PERFORMANCE OF THIS CONTRACT THE EFFECTIVENESS OF THE TREATMENT(S) PROVIDED OR, DAMAGES RESULTING FROM ANY LIMITATION/RESTRICTION OF ACCESS BY CUSTOMER TO ANY BODY OF WATER OR OTHER AREA.

Permit Fee: The EGLE permit fee is \$1550. The Customer is responsible for all permit fees.

Insurance: MLS is insured as required by law, however, being an "Additional Insured" adds you to our policy and would require our insurance company to defend you and your association against a claim. Please inform us in writing if you desire this additional coverage. You will be required to supply any necessary language to MLS for this coverage to be binding. At the beginning of each treatment season, we will supply a Proof of Insurance to document that we have insurance as required.

Posting: MLS will post the yellow Water Use Restriction signs along the shoreline as legally required. This is normally done via small stakes. Upon your request and as approval but by the EGLE, we may provide alternative posting methods. It is our standing policy that waterbodies where swimming is likely to take place will be posted 24-72 hours prior to treatment. Although we attempt to fulfill this policy, there are occasions where we may post the day of treatment. The Customer agrees to remove all posted water restriction signs after the longest restriction date has expired.

Cooperation: The Customer agrees to reasonably cooperate with MLS regarding aquatic weed treatments and related matters. The Customer shall provide MLS with a readily usable boat access to the water body.

Representative of Authority: The individual signing this form on behalf of the Customer represents that he/she its representative has full authority to sign and bind the Customer to this contract and any addendum documents such as the Authorization form.

We value and appreciate each customer and will strive to achieve results that will satisfy your expectations. If at the time of treatment the job circumstances and conditions are different than anticipated, we will discuss the problem prior to treatment. These statements represent the common standard of best management practices to maintain a healthy environment and assure basic recreational use of aquatic resources.

Arbitration: Any claim or dispute regarding this Agreement and/or its performance shall be resolved by statutory binding arbitration pursuant to MCLA 691.1691, as amended, by a single Arbitrator, in the county where the Customer is located. The Arbitrator's award may be enforced by a Court of competent jurisdiction, which may enter a Judgment on that award. The parties will equally pay the costs and fees of the Arbitration. The Arbitrator may require one party to pay a greater portion or all such costs and fees, including the Arbitrator's fees. The parties will mutually select the Arbitrator and if unable to do so within 30 days after the arbitration demand, the Arbitrator will be selected pursuant to the cited statute. This provision does not prevent a Court action seeking injunctive relief or any other relief not available via arbitration. Attorney fees may be awarded to the substantially prevailing party in any arbitration or court action.

This Agreement represents the entire agreement between the parties and may only be modified by a signed writing. Any waiver of strict compliance of any term of this Agreement does not prevent either party from demanding strict compliance at any future time.

This Agreement is interpreted under Michigan law.

Accepted and agreed: Bangor Township

By: Michigan Lakefront Solutions, LLC

Signed: _____

Signed:

Print Name:

Print Name: Steve Zulinski

Its: Supervisor

Its: Manager

Date: _____

Date: 5-30-2022

M: 2014 N. Saginaw Rd. Suite 160
Midland, MI 48640

P: 989-967-3600

URL: www.helpmylake.com



Treatment Authorization Form

As required by Michigan Department of Environment, Great Lakes and Energy and Michigan Department of Agriculture and Rural Development.

It is the intention of the riparian owner/s of Kawkawlin River, Bay County to conduct a program for nuisance aquatic vegetation and/or algae as allowed by State and Federal guidelines.

We authorize Michigan Lakefront Solutions, LLC to file all the necessary documents to secure any required permits and to amend any permits as required. We also authorize that any required notices may be sent via electronic media to address given below.

- > As is required under Michigan Law the person signing below must have the proper legal authority or have obtained such authority from the riparians to act on their behalf (i.e. Association Officer, Governmental Official) This authority should, at a minimum, cover the riparian owners in the proposed treatment area and those riparians within 100 feet of the proposed treatment area. These permissions must be maintained as per permit conditions and must be made available upon request.
- > As is required under Michigan Law the person signing below is responsible for distribution of the "Lake Treatment Notice" to each lake front riparian within the proposed treatment area plus 100' no later than 7 days before our first treatment and no sooner than 45 days. Michigan Lakefront Solutions LLC will help facilitate this process at your request. A copy of the "Lake Treatment Notice" is enclosed. You will also find a copy of the Risk / Benefit Statement. This document is required to be distributed to, at a minimum, the person signing below. Additional copies of these documents are available anytime upon request. The signature below acknowledges receipt of these documents.

The customer signing below acknowledges and agrees to fully perform all tasks and undertakings listed above. Failure to do so may result in sanctions by State and / or Federal Agencies against the lake association and / or Michigan Lakefront Solutions LLC. The undersigned can withdraw this authorization at any time by making a request in writing.

Name of the association or group: Charter Township of Bangor

Signed by: _____ Title: Supervisor Date: _____

Please print name: Glenn Rowley

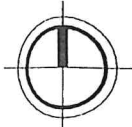
Address: 180 State Park Driver

City and Zip: Bay City MI 48706 Phone: (989) 684-8931

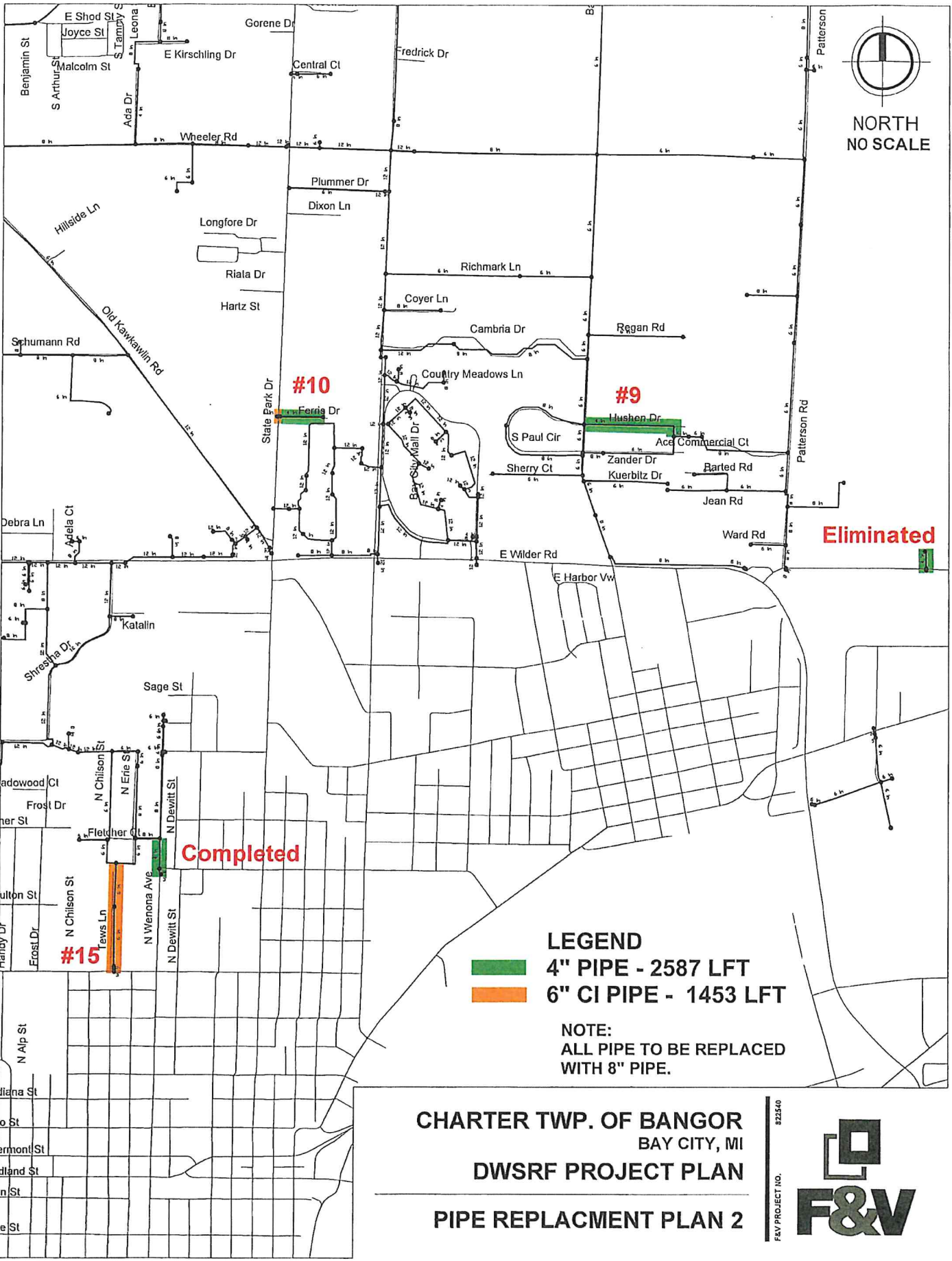
E-Mail Address glennrowley @ bangortownship.org

PROJECT PRIORITY LIST
 May 17, 2022
 BANGOR TOWNSHIP
 DWSRF PROJECT PLAN
 OPINION OF PROBABLE COST

Priority	Description	Unit	Construction Amount	Engineering and Project Contingencies	Total Project Cost	Cumulative Amount
1	W & E Birch Drive	2,551	\$ 461,640.26	\$ 115,410.06	\$ 577,050.32	\$ 577,050.32
2	Smith Road	405	\$ 73,290.59	\$ 18,322.65	\$ 91,613.24	\$ 668,663.57
3	Spruce Ridge Drive	481	\$ 87,043.89	\$ 21,760.97	\$ 108,804.86	\$ 777,468.43
4	Morningside Drive	1,276	\$ 230,910.61	\$ 57,727.65	\$ 288,638.26	\$ 1,066,106.69
5	Richardson Drive	1,250	\$ 226,205.54	\$ 56,551.38	\$ 282,756.92	\$ 1,348,863.61
6	Engelhardt Drive	984	\$ 178,069.00	\$ 44,517.25	\$ 222,586.25	\$ 1,571,449.86
7	Ada Drive	967	\$ 174,992.60	\$ 43,748.15	\$ 218,740.75	\$ 1,790,190.62
8	Lynmar Lane	1,046	\$ 189,288.79	\$ 47,322.20	\$ 236,610.99	\$ 2,026,801.61
9	Hushen Drive	1,307	\$ 236,520.51	\$ 59,130.13	\$ 295,650.64	\$ 2,322,452.24
10	Ferris Drive	603	\$ 109,121.55	\$ 27,280.39	\$ 136,401.94	\$ 2,458,854.18
11	N Columbia Street	872	\$ 157,800.98	\$ 39,450.25	\$ 197,251.23	\$ 2,656,105.41
12	Gies & W. Jenny Street	52	\$ 9,410.15	\$ 2,352.54	\$ 11,762.69	\$ 2,667,868.10
13	Gies & W. White Street	45	\$ 8,143.40	\$ 2,035.85	\$ 10,179.25	\$ 2,678,047.35
14	Shriwinjo Drive	375	\$ 67,861.66	\$ 16,965.42	\$ 84,827.08	\$ 2,762,874.42
15	Tews Lane	1,396	\$ 252,626.34	\$ 63,156.59	\$ 315,782.93	\$ 3,078,657.35
16	State Park Route	5,815	\$ 1,168,582.40	\$ 292,145.60	\$ 1,460,728.00	\$ 4,539,385.35
Total Cost			\$ 3,631,508.28	\$ 907,877.07	\$ 4,539,385.35	



NORTH
NO SCALE



Eliminated

Completed

#10

#9

#15

- LEGEND**
- 4" PIPE - 2587 LFT
 - 6" CI PIPE - 1453 LFT

NOTE:
ALL PIPE TO BE REPLACED
WITH 8" PIPE.

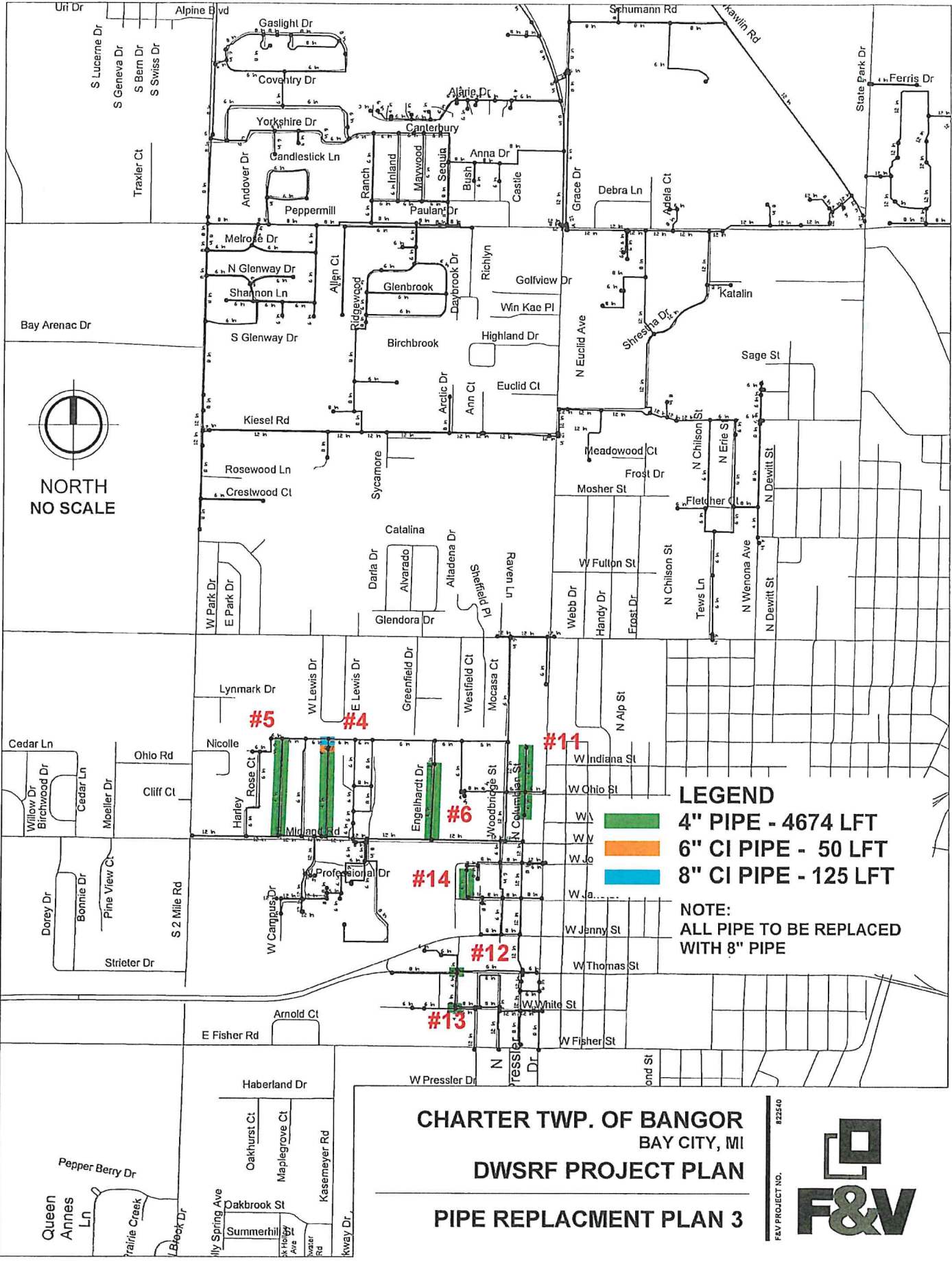
**CHARTER TWP. OF BANGOR
BAY CITY, MI
DWSRF PROJECT PLAN
PIPE REPLACEMENT PLAN 2**

F&V PROJECT NO. 322540



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M:\Proj\2001-1833000\822540 Bay County Water Project\Cad\WaterCAD files\Banger_Twp_Figures.dwg, 4/7/2021, 12:14:29 PM, 1:1



CHARTER TWP. OF BANGOR
 BAY CITY, MI
DWSRF PROJECT PLAN
PIPE REPLACEMENT PLAN 3

822540
 F&V PROJECT NO.



AGREEMENT WITH TOWNSHIP

Agreement # 204841

THIS AGREEMENT, Made this _____ day of _____, 20 _____, by and between the Board of County Road Commissioners of the County of Bay, a body corporate, with offices at 2600 East Beaver Road, Kawkawlin, Michigan ("Road Commission"), and the Township of Bangor, a body corporate, with offices at 180 State Park Drive, Bay City, Michigan ("Township").

For good and valuable consideration, receipt of which is acknowledged hereby, the parties agree as follows:

(1) Road Commission agrees to do all the work, furnish all the material (except as herein otherwise specified), and to complete the following described project(s) in accordance with all plans, specifications and/or proposal heretofore furnished to Road Commission.

(2) Both parties acknowledge they each have reviewed the following described project and the detailed estimated solution is recommended by the Bay County Road Commission. Both parties understand and agree that the following described project is not intended or designed to meet any recognized design or engineering standards, with the result that the duration or life of the proposed storm sewer and associated roadway cannot be estimated or predicted.

DESCRIPTION OF PROJECT

LOCATION:

1. N. Chilson Street – North Union Road to north end (0.20 miles)
2. N. Chilson Street – Oakwood Street to south end (0.20 miles)
3. Fletcher Court – N. Chilson Street to Wenona Avenue (0.13 miles)
4. N. Erie Street – Oakwood Street to south end (0.2 miles)
5. Oakwood Street – N. Chilson Street to N. Erie Street (0.06 miles)
6. Schumann Road – Euclid Avenue (M-247) to Old Kawkawlin Road (0.40 miles)
7. Christiana Road – Patterson Road to end (0.18 miles)
8. Northview Road – West end to east end (0.13 miles)
9. Jean Road – Patterson Road to west end (0.3 miles)
10. Barted Road – Jean Road to end (0.15 miles)

TYPE OF WORK:

- 1-8) Perform a single chip seal over the existing pavement
- 9-10) Perform a double chip seal over aggregate base

ESTIMATE OF COST (Includes variance of 10%):

1.	\$ 4,950	
2.	\$ 4,950	
3.	\$ 3,410	
4.	\$ 4,950	
5.	\$ 1,210	
6.	\$ 13,750	
7.	\$ 5,500	
8.	\$ 4,400	
9.	\$ 24,200	
10.	<u>\$ 14,850</u>	
	\$ 82,170	Total Estimated Cost
Less	\$ 20,000	<u>Building Better Local Roads</u>
	\$ 62,170	Total Township Share

(3) Township also agrees to pay the Road Commission for any extra work as may be necessary to properly complete the project or as may be otherwise ordered or required by the Township or its authorized representatives. Costs for any such extra work are not included in the above-stated estimate of costs.

SCHEDULE OF PAYMENTS

***TO BE BILLED MONTHLY AS EXPENSES ARE INCURED STARTING JUNE 30th UNTIL PROJECT IS COMPLETE.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

WITNESS:

**BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY
OF BAY ("Road Commission")**

By: _____
William Jordan, Chairman

By: _____
Danean Wright, Clerk

WITNESS:

**CHARTER TOWNSHIP OF BANGOR
("Township")**

By: _____
Glenn Rowley, Supervisor

By: _____
Dawn Bublitz, Clerk



**BAY COUNTY
FINANCE/INFORMATION SYSTEMS**

Shawna S. Walraven
Finance Officer
walravens@baycounty.net

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James A. Barcia
County Executive

Kimberly A. Priessnitz
Assistant Finance Officer
priessnitzk@baycounty.net

Frances A. Moore
Purchasing
moorefa@baycounty.net

Julie A. Coppens
Information Systems Manager
coppensj@baycounty.net

May 23, 2022

Glenn Rowley
Bangor Township Supervisor
180 State Park Drive
Bay City, MI 48706

RE: 2022 Road Patrol Contract

Dear Mr. Rowley:

On Tuesday, May 17, 2022, the Board of County Commissioners adopted Resolution 2022-116 pertaining to ratifying and implementing increased wages for the road patrol deputies pursuant to the Collective Bargaining Wage Agreements. These increases are taking effective immediately; therefore, this will increase the costs associated with the 2022 Road Patrol Contract.

Considering the increased wages, please advise our department as soon as possible how your township would like to handle the monthly billings. The estimated overall increase is \$24,938. Would you like your monthly billing increased for the remainder of the fiscal year or would you prefer to settle the increased contract account with the end of the year true-up billing?

If you have any questions, please do not hesitate to contact me at (989) 895-4030 or you may contact Diane Skinner, Accounts Receivable Clerk, at (989) 895-4027.

Sincerely,

A handwritten signature in blue ink that reads "Shawna S. Walraven".

Shawna S. Walraven
Finance Officer

SSW/jg

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**BAY COUNTY
FINANCE/INFORMATION SYSTEMS**

James A. Barcia
County Executive

Shawna S. Walraven
Finance Officer
walravens@baycounty.net

Kimberly A. Priessnitz
Assistant Finance Officer
priessnitzk@baycounty.net

Frances A. Moore
Purchasing
moorefa@baycounty.net

Julie A. Coppens
Information Systems Manager
coppensj@baycounty.net

May 25, 2022

Matt Schmidt, Superintendent
Bangor Township Schools
3359 E. Midland Road
Bay City, MI 48706

Glenn Rowley
Bangor Township Supervisor
180 State Park Drive
Bay City, MI 48706

RE: 2022 Road Patrol Contract – C.O.P.S. in School

Dear Mr. Schmidt and Mr. Rowley:

On Tuesday, May 17, 2022, the Board of County Commissioners adopted Resolution 2022-116 pertaining to ratifying and implementing increased wages for the road patrol deputies pursuant to the Collective Bargaining Wage Agreements. These increases are taking effective immediately; therefore, this will increase the costs associated with the 2022 Road Patrol Contract.

Considering the increased wages, please advise our department as soon as possible how your township would like to handle the monthly billings. The estimated overall increase is \$5,893 (Bangor Schools 67% - \$3,948 and Bangor Township 33% - \$1,945). Would you like your monthly billing increased for the remainder of the fiscal year or would you prefer to settle the increased contract account with the end of the year true-up billing?

If you have any questions, please do not hesitate to contact me at (989) 895-4030 or you may contact Diane Skinner, Accounts Receivable Clerk, at (989) 895-4027.

Sincerely,

Shawna S. Walraven
Finance Officer

SSW/jg

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**AMENDED AGREEMENT FOR SPECIAL POLICE PROTECTION
IN BANGOR TOWNSHIP THROUGH ADDITIONAL SHERIFF PATROL SERVICES**

DRAFT

THIS AGREEMENT ("Agreement") is made and entered in to between the County of Bay, a municipal corporation, as authorized by Resolutions 2021-177 and 2022- and the Bay County Sheriff's Office, hereinafter referred to collectively as the "County," and Bangor Township (a municipal corporation located within the County of Bay), hereinafter referred to as "Township."

RECITALS:

WHEREAS, the maintenance and enforcement of law and order, and the preservation of the health, safety and general welfare of the residents of the Township, are of the utmost importance to the Township; and

WHEREAS, the Township wishes to call upon the Sheriff and to contract with the County to obtain and secure the performance of law enforcement services of the Sheriff's Office to augment existing patrols with special police protection for the Township and is willing to pay the County for the added protection; and

WHEREAS, the County is agreeable to rendering such services upon the terms and conditions below; and

WHEREAS, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL 41.181), 1851 PA 156, as amended (MCL 46.11), 1973 PA 139, as amended (MCL 45.556(p)), and 1846 RS c16, as amended (MCL 41.2);

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
SERVICES TO BE PROVIDED

1-1. The County shall provide special police protection in addition to existing patrols within the geographical boundaries of the Township according to this Agreement.

1-2. Except as otherwise specified, such police protection provided shall encompass the duties, responsibilities and functions within the jurisdiction of, and customarily rendered by, the Bay County Sheriff's Office under the Constitution and laws of the State of Michigan and the Ordinances of the County and the Township, as applicable.

1-3. The police protection services purchased and provided pursuant to this Agreement shall be in addition to such police protection services customarily rendered elsewhere within the County.

1-4. The County shall furnish all necessary labor, supervision, equipment, communication, dispatching, facilities and supplies necessary to maintain the level of service to be rendered to the Township.

1-5. The police protection services provided pursuant to this Agreement shall be provided approximately **200 hours per week for the remainder of 2022. Services shall be provided by five road patrol deputies assigned to the Township's jurisdiction.**

1-6. The Township, through its designee, shall keep the Sheriff's Office informed as to where and when the Township requests such service to be performed; that notwithstanding, all supervisory functions including, but not limited to, the deployment of personnel, the standards of performance and the discipline of officers, shall remain the responsibility of the County.

1-7. The car or cars assigned to the Township pursuant to this Agreement shall not be sent out of the Township on any call unless of an emergency nature, e.g. felony in progress, ongoing public disturbance, etc.

1-8. Preference for Township Ordinance Enforcement

(a) The added police protection provided pursuant to this Agreement shall be to enforce State laws and Township and County Ordinances, where applicable. When an arrest may be made pursuant to either a State Statute or a County or Township Ordinance, such arrest shall be made pursuant to Township Ordinance.

(b) The Township shall furnish the Sheriff with copies of applicable Township Ordinances when and as they become effective.

(c) Arrests made pursuant to Township Ordinances shall be prosecuted by the respective Component Township's attorney and any costs or fine collected as a consequence of a conviction so prosecuted shall be paid over to the Treasurer of the Township as provided by law.

1-9. The County will maintain patrol reports and, upon request, supply a monthly summary report free of charge to the Township.

ARTICLE II
LIABILITY

2-1. No party to this Agreement, its officers, employees or agents shall be liable for intentional or negligent acts of any other party or any officer, employee, or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation, resulting from a party's own intentional or negligent acts or those of any officer, employee or agent of that party.

2-2. Special Limitations

(a) The Township shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing these services for the Township, or other liability, other than that provided for in this Agreement.

(b) The Township shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment while performing services under this Agreement, and the County hereby agrees to hold the Township harmless against any such claims.

(c) In the event that a health condition or other leave causes absence of the deputy assigned to the Township, the Bay County Sheriff shall designate a substitute deputy without additional liability for compensation to the Township.

2-3. The Township agrees to hold the County harmless and indemnify the County against any claim or liability specifically arising out of the otherwise lawful enforcement of a Township Ordinance held to be unconstitutional.

ARTICLE III COSTS

3-1. The County has undertaken the hiring and maintaining of **five (5)** additional deputy positions to effectuate this Agreement and the Township agrees to pay the County for personal services costs, based on the four road patrol deputies assigned to the Township's jurisdiction which may vary through the year, supplies, other services and charges and a five percent (5%) indirect cost charge. **Total estimated charges for the additional deputy position for this Agreement is itemized for the remaining term of this Agreement and attached hereto as Appendix A.**

3-2. Prior to each future term for which the parties may choose to renew participation in this Agreement, a new Agreement will be provided that will reflect the actual costs for the upcoming term for the officer performing the services contemplated by this Agreement including an updated estimate will be issued by the County Finance Department to the Township during the preceding November. As to the annual Appendix, these figures and amounts may only be adjusted annually in advance of execution as the County and Sheriff requires, according to actual adjustments made to reflect collective bargaining wage agreements, Act 312 arbitration decisions and actual increases in direct costs experienced by the County.

3-3. In all instances where special supplies, stationery, notices, forms, etc., are to be issued in the name of the Township, they shall be supplied by the Township at its own expense. If such supplies are provided by the County upon the request of the Township, the Township shall reimburse the County for such expenses incurred.

3-4. The Township is not obligated to pay any costs which include items of expense attributable to services or facilities normally provided or available to all cities and townships within the County as a part of the County's efforts to enforce State law, including such expenses generated as a result of furnishing such police protection services within the Township not pursuant to this Agreement.

3-5. Township shall remit its share of the Township's cost for these services to the County, on a prorated basis, in equal monthly payments throughout the calendar year. In the event payments are delinquent, the Township shall pay a time price differential in the amount of 1 and ½ percent (1.5%) for such amount outstanding, and further, shall be responsible for any added costs to the County generated as a proximate result of the Township's failure to pay in a timely fashion.

ARTICLE IV

4-1. This Agreement shall be effective from the date executed by the Township and the County for a term of January 1, 2022, through December 31, 2022. The additional deputy that was approved by this amended Agreement will begin duties on July 1, 2022. No later than November 30, 2022, Township shall give Notice to the County as specified in Paragraph 5-5 indicating whether the Township intends to contract for a 2023 term at the cost estimated by the County in November 2022.

4-2. The County may cease to provide the additional services described in this Agreement if the Township is delinquent in a total of three-monthly payments, whether consecutive or not.

4-3. Notwithstanding any other provisions herein, in the event Township establishes its own police force, or establishes a police force jointly with any other municipal entity, or otherwise secures additional police protection services, the Township may terminate this Agreement upon written notice to the County of not less than sixty (60) days prior to the effective date of such termination.

4-4. Notwithstanding any other provisions herein, in the event that County revenues decrease or to budgetary issues of the County, the County may terminate this Agreement upon written notice to the Township of not less than sixty (60) days prior to the effective date of such termination.

ARTICLE V

5-1. To comply with the Constitution of the State of Michigan 1963, Article I - Declaration of Rights, § 26 -Affirmative action, with regard to this Agreement, the parties shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. As permitted by the Constitution, the parties may utilize bona fide qualifications based on sex that are reasonably necessary to the normal operation of public employment, public education, or public contracting. The parties may suspend compliance with § 26 where such action must be taken to establish or maintain eligibility for any federal program, if ineligibility would result in a loss of federal funds to the parties.

5-2. Except as modified by Paragraph 5-1, the parties agree that neither will discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

5-3. This Agreement shall be governed by the laws of the State of Michigan. The parties agree to submit themselves to the jurisdiction of the appropriate District or Circuit Court of the State of Michigan should any legal action concerning this Agreement arise.

5-4. Each numbered paragraph of this Agreement shall be considered severable and if for any reason any numbered paragraph which is not essential to the accomplishment of the basic purpose of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

5-5. Any notices or communications shall be sent by first-class mail to the following parties and addresses:

For Bangor Township: Glenn Rowley
Township Supervisor
180 State Park Drive
Bay City, MI 48706

Dawn Bublitz
Township Clerk
180 State Park Drive
Bay City, MI 48706

For the County: Sheriff Troy Cunningham
Bay County Law Enforcement Center
503 Third Street
Bay City, MI 48708

With a Copy To: Bay County Corporation Counsel
515 Center Avenue, Suite 402
Bay City, MI 48708-5125

5-6. This Agreement constitutes the complete agreement between the parties regarding this subject, and supersedes any prior oral or written communications relating to this subject. This Agreement constitutes all of the understandings and agreements of any kind existing between the parties with respect to the County's and Sheriff's services to the Township. Any amendment to this Agreement shall be in writing and executed by all parties.

5-7. The waiver by either party of any term, condition or breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

BANGOR TOWNSHIP

Dated this ____ day of _____, 2022

Glenn Rowley, Supervisor

Dated this ____ day of _____, 2022

Dawn Bublitz, Clerk

BAY COUNTY

Dated this ____ day of _____, 2022

Ernie Krygier, Chair, Board of Commissioners

Dated this ____ day of _____, 2022

Troy Cunningham, Bay County Sheriff

Drafted By:
Heather Brady Pitcher, Assistant Corporation Counsel
Bay County Corporation Counsel
515 Center Avenue
Bay City, MI 48708
(989) 895-4131

^ This Agreement was amended to provide for an additional deputy under the Agreement.

2022 Road Patrol Deputy Estimated Costs

Wages & Salaries	
	<u>Step 6</u>
Wage	33,936.93
Overtime	447.52
Contractual 1%	349.72
Holiday Pay	587.37
Total	35,321.54
Fringes	
	<u>Step 6</u>
FICA	2,702.10
Health Insurance (family)*	11,557.58
Employee VEBA**	2,738.00
Life Insurance	86.33
Retirement	1,412.86
SIF Administration	17.66
Workers' Comp & Administration	565.14
Sick & Accident	162.48
Unemployment	45.92
Uniform Allowance	379.17
Gun Allowance	100.00
Breathalyzer Cert Allowance	100.00
Total	19,867.25
Supplies	
	<u>High</u>
Road Supplies	75.00
Uniform Purchase	200.00
Gas, Oil, Grease	3,500.00
Training Supply	250.00
Total	4,025.00
Other Supplies	
	<u>High</u>
Radio Maintenance	50.00
Conf Fee/Certifications	350.00
Vehicle Repair and Maintenance	1,750.00
Machine/Equipment Expense	100.00
Total	2,250.00
Indirect Costs	
5% Indirect Costs	3,073.19
TOTAL	\$64,536.98
Shift Differential .50 per hr. per employee if working the night shift add this cost to TOTAL	1,184.46

**This VEBA charge is only applicable to employees hired before January 1, 2012, and will not a cost to employees hired after that date. Note: Calendar Year 2022 has 2080 hours.

Bay County, Michigan

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PROJECTION: 2022 2022 BUDGET PROJECTION | DRAFT | FOR PERIOD 99

ACCOUNTS FOR: 2020 ACTUAL 2021 ORIG BUD 2021 REVISED BUD 2021 ACTUAL 2021 PROJECTION 2022 EXECUTIVE COMMENT

10131503 2ND RD PATROL-BANGOR TWP

RF FEDERAL GRANTS
 10131503 52800 FED. GRANT O -33,409.72 .00 .00 .00 .00

TOTAL FEDERAL GRANTS -33,409.72 .00 .00 .00 .00

RR OTHER REVENUE
 10131503 68102 RMBBANGTWP -285,912.38 -343,135.00 -343,135.00 -257,351.22 -343,135.00 -410,743.00

TOTAL OTHER REVENUE -285,912.38 -343,135.00 -343,135.00 -257,351.22 -343,135.00 -410,743.00

XE WAGES & SALARIES
 10131503 70400 WAGE FTE 180,069.39 199,349.00 199,349.00 129,355.30 199,349.00 248,894.00

10131503 70401 PILOTHHNS 1,800.00 1,800.00 1,800.00 .00 1,800.00 .00

10131503 70600 OVERTIME 3,096.24 5,298.00 5,298.00 830.24 5,298.00 5,298.00

10131503 70800 HOLIDAYPAY 10,012.26 5,000.00 5,000.00 4,248.38 5,000.00 5,000.00

10131503 70900 MISC.NEGOT -.00 1,718.00 1,718.00 .00 1,718.00 1,653.00

10131503 70950 B BONUS 2,000.00 .00 .00 .00 .00 .00

10131503 71200 VACTONPAY 4,613.92 .00 .00 10,352.06 .00 .00

10131503 71202 SICK PAY 8,704.95 .00 .00 7,472.58 .00 .00

TOTAL WAGES & SALARIES 210,296.76 213,165.00 213,165.00 152,258.56 213,165.00 260,845.00

XE FRINGES
 10131503 71500 SOCSECURTY 15,658.44 15,683.00 15,683.00 11,243.37 15,683.00 19,489.00

10131503 71600 HEALTH INS 45,240.87 53,070.00 53,070.00 42,544.97 53,070.00 59,556.00

10131503 71603 RETIPLHCAR 151.54 3,941.00 3,941.00 976.77 3,941.00 3,941.00

10131503 71632 NEGOTIATED .00 .00 .00 .00 .00 1,915.00

Bay County, Michigan

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| BAY COUNTY, MI
| NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

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PROJECTION: 2022 2022 BUDGET PROJECTION

FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND		2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2021 ACTUAL	2021 PROJECTION	2022 EXECUTIVE COMMENT	
10131503	71700	LIFE INS	575.98	592.00	592.00	493.58	592.00	740.00
10131503	71800	RETIREMENT	8,336.83	8,248.00	8,248.00	6,142.33	8,248.00	10,192.00
10131503	71900	OTHRFRINGE	.00	1,885.00	1,885.00	.00	1,885.00	1,915.00
10131503	72001	SIF ADMIN	.00	.00	.00	.00	.00	130.00
10131503	72100	WORKERCOMP	3,006.28	2,991.00	2,991.00	2,230.92	2,991.00	4,077.00
10131503	72200	SCK&ACDINS	880.13	951.00	951.00	710.69	951.00	1,175.00
10131503	72301	UNIFORMALN	2,690.00	2,600.00	2,600.00	1,300.00	2,600.00	3,250.00
10131503	72303	GDNALIOWAN	517.00	500.00	500.00	.00	500.00	625.00
10131503	72304	BREATHALYZ	300.00	200.00	200.00	.00	200.00	300.00
10131503	72500	UNEMPLOYMAN	278.76	270.00	270.00	199.61	270.00	333.00
TOTAL FRINGES			77,635.83	90,931.00	90,931.00	65,842.24	90,931.00	107,638.00
XI SUPPLIES			.00	500.00	500.00	.00	500.00	500.00
10131503	74500	RD/MRN SDP	.00	500.00	500.00	.00	500.00	500.00
10131503	74600	UNIFORMPURC	2,102.00	1,800.00	1,800.00	325.50	1,800.00	1,800.00
10131503	75000	GASOLIGRSE	11,367.90	13,500.00	13,500.00	9,950.91	13,500.00	13,500.00
10131503	75700	TRNGSUPPLY	.00	600.00	600.00	.00	600.00	600.00
10131503	79900	OTHRSUPPLY	.00	200.00	200.00	.00	200.00	200.00
TOTAL SUPPLIES			13,469.90	16,600.00	16,600.00	10,276.41	16,600.00	16,600.00
XI OTHER SERVICES AND C			.00	300.00	300.00	.00	300.00	300.00
10131503	85100	RADIOMAINM	.00	300.00	300.00	.00	300.00	300.00
10131503	86100	CNFRS/EX	.00	200.00	200.00	.00	200.00	200.00
10131503	93200	LEGAL UPDATES & CERTIFICATION VEHICLEREM	2,441.61	5,000.00	5,000.00	1,410.51	5,000.00	5,000.00

Bay County Michigan

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| BAY COUNTY, MI
| NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

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PROJECTION: 2022 2022 BUDGET PROJECTION

FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2021 ACTUAL	2021 PROJECTION	2022 EXECUTIVE COMMENT
10131503 96000	EDUCA/TRNG	600.00	600.00	600.00	600.00	600.00
10131503 99920	LEGAL UPDATES & CERTIFICATION	.00	.00	.00	.00	.00
TOTAL OTHER SERVICES AND C	2,441.61	6,100.00	6,100.00	1,410.51	6,100.00	6,100.00
XX TRANSFERS OUT						
10131503 99920	TRFOGRIDC	15,478.00	16,339.00	16,339.00	12,254.25	16,339.00
TOTAL TRANSFERS OUT	15,478.00	16,339.00	16,339.00	12,254.25	16,339.00	19,560.00
TOTAL 2ND RD PATROL-BANGOR T	15,478.00	16,339.00	16,339.00	12,254.25	16,339.00	19,560.00
TOTAL GENERAL FUND	.00	.00	.00	-15,309.25	.00	.00
TOTAL REVENUE	-319,322.10	-343,135.00	-343,135.00	-257,351.22	-343,135.00	-410,743.00
TOTAL EXPENSE	319,322.10	343,135.00	343,135.00	242,041.97	343,135.00	410,743.00
GRAND TOTAL	.00	.00	.00	-15,309.25	.00	.00

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